

SERIAL 01120 - RFP ELECTRONIC PRODUCTS AND SERVICES

APRIL 30, 2007
CONTRACT PERIOD THROUGH ~~APRIL 30, 2005~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRONIC PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **August 19, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

DL/mm
Attach

Copy to: Clerk of the Board
 Susan Varscsak, Library District
 Mirheta Muslic, Materials Management



CONTRACT FOR SERVICES PURSUANT TO RFP

SERIAL 01120-RFP OXFORD

This Contract is entered into this 4th day of August 2004 by and between Maricopa County Library District ("County") and a political subdivision of the State of Arizona, and OXFORD University Press, a New York corporation ("Contractor") for the purchase of Electronic Products and Services.

1.0 TERM

- 1.1 This Contract is for a term of eight (8) months, beginning on the 4th day of August 2004 and ending the 30th day of April ~~2005~~ **2007**.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A".
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: contact number, purchase order number, description of services, unit prices, and extended totals and applicable sales/use tax.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The scope of this indemnification does not extend to the negligence of the County.

4.2 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

Attn: Alan Roseman
OXFORD University Press
198 Madison Avenue
New York, NY 10016-4314

4.3 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

4.4 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.5 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.12 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.13 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.14 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.15 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

**EXHIBIT A
PRICING**

SERIAL 01120-RFP

PRICING SHEET

BIDDER NAME:

Oxford University Press

F.I.D./VENDOR #:

~~237398718~~ **W000002115 X**

BIDDER ADDRESS:

198 Madison Ave., New York, NY 10016

P.O. ADDRESS:

BIDDER PHONE #:

212-726-~~6000~~ **6423**

BIDDER FAX #:

212-726-6475

COMPANY WEB SITE:

www.oup.com

COMPANY CONTACT (REP):

~~Alan Roseman~~ **Donna McGrane**

E-MAIL ADDRESS (REP):

~~alan.roseman@oup.com~~ **donna.mcgrane@oup.com**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒X___ YES ___ NO

ACCEPT PROCUREMENT CARD: ___ YES ☒X___ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ___ YES ☒X___ NO ___ %
REBATE

OTHER GOV'T. AGENCIES IN ADDITION TO THE LIBRARIES LISTED MAY USE THIS CONTRACT:
___ YES ☒X___ NO

PAYMENT TERMS: ___100___% ___30___ DAYS, OR _____

EXHIBIT A
PRICING

Vendor Name:Oxford University Press Vendor Type (check one): Publisher__X__

This pricing is guaranteed if 1 of the 8 Libraries purchases the product.

ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE	ADDITIONAL PRICING (Specify):	NOTES
1) Oxford Reference Online: Premium Collection	\$18,200.00	\$	\$	Price for "Group"
2)	\$	\$	\$	
3)	\$	\$	\$	
4)	\$	\$	\$	
5)	\$	\$	\$	
6)	\$	\$	\$	
	AMOUNT or	PERCENT	NOTES	
Additional Discount with 2 Libraries purchasing	\$ N/A or	%		
Additional Discount with 3 Libraries purchasing	\$ N/A or	%		
Additional Discount with 4 Libraries purchasing	\$ N/A or	%		
Additional Discount with 5 Libraries purchasing	\$ N/A or	%		
Additional Discount with 6 Libraries purchasing	\$ N/A or	%		
Additional Discount with 7 Libraries purchasing	\$ N/A or	%		
Additional Discount with 8 Libraries purchasing	\$ N/A or	%		

EXHIBIT B SCOPE OF WORK

1.0 PRODUCT AND/OR SERVICES

1.1 OXFORD University Press will provide the following Web-based or Networkable Products.

1.1.1 Oxford Reference Online: Premium Collection (ORO Premium) is web-accessible. ORO was released in March 2002 and the Premium Collection was launched in December 2003. Oxford Reference Online Premium Collection includes:

- Over 100 authoritative quick-reference titles covering the full subject spectrum – everything from the humanities and social sciences to science and medicine, and from business and finance to law and computing.
- English and bilingual dictionaries, including the recently added, “The Oxford Business Spanish Dictionary”.
- Over 50,000 in-depth scholarly articles from titles in the acclaimed *Oxford Companions* series
- All 20,000 quotations from the *Oxford Dictionary of Quotations*

1.1.2 Each Subject and Book included in ORO Premium includes extensive and carefully selected lists of links to sites of interest and importance freely available on the Web. These have all been chosen by subject specialists and in many cases by book authors themselves. There are currently over 1000 links available. These links assist the user in broadening their investigation with reliable Internet resources.

1.1.3 Users can highlight a term in the body of an entry then click on the Cross-Reference button in the left-hand column. This enables the user to do a new search across the entire database for that term.

Users can also look up words in ORO Premium from anywhere on the Web by simply downloading the “Add ORO to your browser” icon (available from the Home Page) to the Internet browser toolbar. For example, if a user is looking at a foreign language web page and doesn’t know what a word means, they highlight the word, click on the “Search Oxford” button on the browser toolbar, and a new window will open showing the results of a search for the word in ORO Premium.

1.1.4 Copyright and royalty fees are included in price. There are no additional copyright and royalty fees.

1.1.5 Remote access is available.

1.1.6 The end user is able to print result sets and full-text articles.

2.0 STATISTICS

2.1 Monthly usage statistics are available beginning the 5th day of the following month. For example, beginning September 5th, subscribers can access August usage statistics.

3.0 AUTHENTICATION METHODS

3.1 IP
Licensee’s proxy server
Third-party authentication products: Library Customer barcode or ID (if a 14-Digit barcode, the subscriber provides Oxford with the library mask and we Add the remaining characters).
CGI – licensee has to set up and be approved by Oxford University Press.

4.0 CONFIDENTIALITY

- 4.1 Oxford does not provide information on user behavior on its websites.

5.0 LICENSING

- 5.1 Each participating library that subscribes to the product will be required to sign a Licensing Agreement attached as Exhibit C.

6.0 TRAINING

- 6.1 Oxford will provide training at no additional cost. Our preference is to have a one-day training session in a central location with representatives of all members of “The Group” present. It is not feasible to set up individual training sessions with each member library. An online tutorial is available with ORO Premium.

7.0 SUPPORT AND HOURS

- 7.1 ORO Premium is available 24 hours a day, every day. When maintenance is needed it is scheduled for off-time hours to minimally impact users schedules.

- 7.2 Customer Support is available Monday-Friday from 7AM to 3PM MST
Toll-free number: 800-334-4249 x-6484
Fax Number: 212-726-6476
E-Mail Address: onlinesubscriptions@oup-usa.org

Technical Support is available Monday-Friday from 5AM to 11PM MST and weekends from 6AM to 6PM MST.
Toll-free number: 877-304-3221

EXHIBIT C
OXFORD UNIVERSITY PRESS/SUBSCRIBER AGREEMENT
TERMS AND CONDITIONS OF USE

This is an institutional License Agreement for access to the American National Biography Online; Oxford English Dictionary Online; Oxford Reference Online; Grove Art Online and/or Grove Music Online ("Licensed Works"). You must have this License Agreement, signed by an officer of your institution, and send it to OUP along with your payment before you are allowed access to the Licensed Works. The words "you" and "your" in this Agreement refer to your institution, not to the individual who signs this Agreement on this institution's behalf.

Through this Subscriber Agreement, Oxford University Press, Inc. ("OUP") will allow access to and use of the Licensed Works as set forth above and as may be added to the roster of online publications from time to time and as more particularly set forth in Exhibit A to this agreement or as added by amendment at a later date. All use of Licensed Works is governed by the terms and conditions set forth herein.

1. FEES AND PAYMENTS

- 1.1 Your annual subscription fee, as indicated in Exhibit A, must be fully paid before you will be provided access to the Licensed Works.
- 1.2 You agree to pay all fees and charges incurred in connection with your subscription, including applicable taxes and communications or access charges, at the rates in effect when the charges were incurred. For a list of current fees please see the Ordering Information area of the Oxford Online. User fees will be billed automatically to you at the start of each subscription period. Fees and charges are non-refundable, except as provided herein. OUP may change subscription rates in the normal course of business. In that case, you will be notified of the new rates (if any) in the OUP annual renewal notice which you will receive prior to the end of your subscription term. All charges incurred in connection with your account will be billed to the credit card you designate during the registration process.

2. USAGE RIGHTS

- 2.1 Throughout the Term OUP grants you the non-exclusive and non-transferrable rights to:
- 2.2 Access the Licensed Works through this Web site in order to search the Licensed Works and to view, retrieve, and display portions thereof;
- 2.3 Electronically download and save portions of the Licensed Works; and
- 2.4 Print out single copies of limited portions of the Licensed Works.

3. LIMITATIONS ON USE

- 3.1 You may not:
 - 3.1.1 Remove or alter the authors' names or OUP's copyright notices or other means of identification or disclaimers as they appear in the Licensed Works;
 - 3.1.2 Systematically make printed or electronic copies of multiple extracts of the Licensed Works for any purpose; and
 - 3.1.3 Display or distribute any part of the Licensed Works on any electronic network, including, without limitation, the Internet and the World Wide Web.
- 3.2 You must obtain the written permission of OUP in order to:
 - 3.2.1 Use all or any part of the Licensed Works for any commercial use, meaning any use of the Licensed Works for the purposes of monetary reward (whether by you or any other

person or entity) by means of sale, resale, loan, transfer, hire, or other form of exploitation;

3.2.2 Intentionally distribute the whole or any part of the Licensed Works;

3.2.3 Publish, distribute, or make available works based upon the Licensed Works, or works which combine the Licensed Works with any other material; or

3.2.4 Alter, abridge, adapt, or modify the Licensed Works.

3.3 Nothing in this Agreement shall limit your rights to make fair use of the Licensed Works, as that term is defined under Sections 107 and 108 of the Copyright Revision Act 1976.

3.4 You shall use reasonable efforts to protect the Licensed Works from any use that is not permitted under this Agreement, and shall notify OUP of any such use of which you become aware. In the event of any unauthorized use of the Licensed Works, OUP shall have the right to immediately terminate your access to the Licensed Works. Any failure to fulfill your obligations under this Section shall be considered a material breach of this Agreement.

4. ACKNOWLEDGMENT AND PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

4.1 You acknowledge that all copyrights, patent rights, trademarks, services marks, trade secrets and other intellectual property rights relating to the Licensed Works (collectively the "OUP Intellectual Property"), are the sole and exclusive property of OUP and that this Agreement does not convey to you any right, title, or interest therein except for the right to use the Licensed Works in accordance with the terms and conditions of this Agreement.

4.2 The provisions of this Section 4 shall survive the termination of this Agreement for any reason.

5. DISCLAIMER OF WARRANTIES AND FORCE MAJEURE

5.1 OUP MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO ANY ASPECT OF THE LICENSED WORKS OR THE ONLINE AVAILABILITY OF THE LICENSED WORKS. OUP DOES NOT WARRANT THAT THE LICENSED WORKS WILL BE ACCURATE OR COMPLETE, NOR DOES IT MAKE ANY WARRANTIES AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE LICENSED WORKS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE LICENSED WORKS IS AT YOUR SOLE RISK. ACCORDINGLY, OUP WILL NOT IN ANY WAY BE LIABLE TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY INACCURACIES, ERRORS, OMISSIONS OR DELAYS IN THE LICENSED WORKS, REGARDLESS OF CAUSE, OR FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT, OR CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS) RESULTING THEREFROM, REGARDLESS OF CAUSE AND REGARDLESS OF WHETHER OR NOT OUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT OUP IS DEEMED LIABLE IN ANY MANNER, THEN SUCH LIABILITY, WHETHER ARISING FROM CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE SHALL, IN NO EVENT, EXCEED THE AMOUNT YOU HAVE PAID FOR YOUR USE OF THE LICENSED WORKS DURING THE PRECEDING THREE (3) MONTH PERIOD. YOU FURTHER AGREE THAT NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THE LICENSED WORKS MAY BE BROUGHT BY YOU AGAINST OUP MORE THAN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO SUCH ACTION HAS OCCURRED.

5.2 OUP shall not be responsible for any failure to perform any obligation under this Agreement due to Acts of God, war, riot, embargoes, acts of civil or military authorities, fire, flood, typhoon, wind storm, snow storm, blizzard, hurricane, or other cause that is outside the control of OUP.

- 5.3 The signatory of this Agreement represents and warrants to OUP that he has the power and authority to execute this Agreement on behalf of the institution indicated below, which agrees to be bound by all terms contained herein.

6. TERM, TERMINATION

- 6.1 This Agreement shall commence upon OUP's receipt of the original, signed copy of this Agreement with the required payment, and shall remain in full force and effect for one (1) year. Thereafter, this Agreement may be renewed for successive one (1) year periods, in accordance with this agreement and subject to the payment of all fees required thereby.
- 6.2 In the event that you commit a material breach of this Agreement OUP may, at its election, terminate this Agreement, and/or exercise all rights and remedies which may be available to it in law or equity.
- 6.3 OUP may terminate this Agreement and the License granted hereunder at any time. In the event that OUP terminates this Agreement for reasons other than your breach of this Agreement, you will be refunded the pro rata portion of any subscription fees you have paid.
- 6.4 Upon termination of this Agreement, you agree to continue to adhere to the provisions of this Agreement relating to any OUP Intellectual Property.

7. CHANGES TO AGREEMENT

- 7.1 OUP may change, add or remove portions of this Agreement, at any time, but if it does so, it will post such changes on this Web site, and make a link to the changed Agreement available through a link from the home page indicating Terms of Use. You should check this link each time you access the Web site. Your continued use of the Licensed Works shall be deemed your consent to such changed terms.

8. LIMITATIONS ON ASSIGNMENT

- 8.1 This Agreement may not be assigned without the written consent of OUP, and any such purported assignment shall be null and void.

9. APPLICABLE LAW, JURISDICTION AND SEVERABILITY

- 9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflict of laws.
- 9.2 You irrevocably agree that any dispute arising out of or in connection with this Agreement shall be subject to and exclusively within the jurisdiction of the United States District Court for the Southern District of New York or the Supreme Court of the State of New York for New York County.
- 9.3 If any portion of this Agreement shall be declared invalid or unenforceable by any court of competent jurisdiction, the remaining portion thereof shall nonetheless remain in full force and effect.

10. ENTIRE AGREEMENT, NO ORAL MODIFICATIONS, NO WAIVER

- 10.1 This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreements (whether written or oral) relating to the subject matter of this Agreement.
- 10.2 Either party's waiver, or failure to require performance by the other, of any provision of this Agreement will not affect its full right to require such performance at any subsequent time, or be construed to be a waiver of the provision itself.

11. HEADINGS, SEVERABILITY

11.1 Headings used in this Agreement are for convenience only and are deemed not to be part of the Agreement.

12. PRIVACY POLICY

12.1 OUP will not share email addresses with anyone outside OUP nor disclose user information to any third party, except as described below. OUP's goal is to protect online customer information in the same manner that we protect our customer information collected through other means. OUP may use the personal data you provide online to send you information about offers that we feel may be of interest to you. OUP requires contractual obligations with third parties with which it exchanges information as necessary to conduct its business which ensure safeguards for the privacy of the information we may use. This is the same standard used for information supplied through other means. Only OUP will send you these direct mailings. In addition, OUP may provide aggregated, anonymous statistical data about use of Oxford Online products to other persons.

Agreed and Accepted:

Agreed and Accepted:

Name of Institution

Oxford University Press

By: _____
Signature of Authorized Representative

By: _____
Signature of Authorized Representative

Printed Name of Authorized Representative

Printed Name of Authorized Representative

Date

Date

OXFORD UNIVERSITY PRESS, 198 MADISON AVENUE, NEW YORK, NY 10016-4314

PRICING SHEET **S0274 02 / B0604225**

Terms: NET 30

Vendor Number: ~~237398718~~ **W000002115 X**

Telephone Number: 212/726-~~6129~~ **6423**

Fax Number: 212/726-6475

Contact Person: Alan Roseman **Donna McGrane**

E-mail Address: Alan.Roseman@oup.com donna.mcgrane@oup.com

Company Web Site: www.oup.com

Certificates of Insurance Required

Contract Period: To cover the period ending **April 30, 2005 2007.**